IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF VIRGINIA

Alexandria Division

POONAM BAXLA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	1:16cv1218 (JCC/MSN)
	)	
	)	
ASMA CHAUDHRI, et al.,	)	
	)	
Defendants.	)	

O R D E R

This matter is before the Court on the parties' Joint Motion for Approval of Confidential Settlement Agreement. [Dkt. 29.]

Plaintiff Poonam Baxla ("Plaintiff") brought suit against Shahzad Chaudhri and Asma Chaudhri ("Defendants") under, *inter alia*, the Fair Labor Standards Act ("FLSA") for failing to pay Plaintiff the minimum wage. The parties now propose a confidential settlement whereby Defendants will pay Plaintiff damages. *Settlement Agreement* [Dkt. 30], ¶ 1.

"[T]he rights guaranteed by the FLSA cannot be waived by private agreement between employer and employee," and FLSA cases may only "be settled when the settlement is supervised by the [Department of Labor] or a court." *Taylor v. Progress Energy,* *Inc.*, 415 F.3d 364, 374 (4th Cir. 2005), *vacated on other grounds* 493 F.3d 454 (4th Cir. 2007). Courts consider a number of factors in evaluating whether to approve a proposed FLSA settlement, including: "(1) the extent of discovery that has taken place; (2) the stage of the proceedings, including the complexity, expense[,] and likely duration of the litigation; (3) the absence of fraud or collusion in the settlement; (4) the experience of counsel who have represented the plaintiffs; (5) the probability of plaintiffs' success on the merits[;] and [(6)] the amount of the settlement in relation to the potential recovery." *Baber v. Cnty. of Frederick*, No. 5:12CV037, 2013 WL 3788615, at *1 (W.D. Va. July 19, 2013).

Having reviewed the record in this case and the parties' Joint Motion, it is hereby ORDERED that:

(1) WHEREAS the parties have engaged in and largely completed discovery, enabling them to assess the merits of their claims and defenses through settlement negotiations; and

(2) WHEREAS the proposed settlement would serve to curtail legal fees that may grow out of proportion to the recovery sought; and

(3) WHEREAS the proposed settlement appears to have been negotiated without fraud or collusion by the Parties' respective counsel; and

(4) WHEREAS Plaintiff's counsel appears to have ample experience with FLSA claims; and

(5) WHEREAS taking into account the costs and risks associated with this litigation, *see Quintanilla v. A & R Demolition Inc.*, No. CIV.A. H-04-1965, 2008 WL 9410399, at *5 (S.D. Tex. May 7, 2008), the Court cannot say that the merits of Plaintiff's case are such that the settlement proposed is unfair; and

(6) WHEREAS in light of the above, the Court finds that the proposed settlement is "a fair and reasonable res[o]lution of a bona fide dispute over FLSA provisions." *Lynn's Food Stores, Inc. v. United States*, 679 F.2d 1350, 1355 (11th Cir. 1982).

The parties' Motion [Dkt. 29] is GRANTED and the proposed settlement is APPROVED.

It is also HEREBY ORDERED that:

(7) The Clerk of the Court shall forward copies of this Order to all counsel of record.

It is so ORDERED.

/s/
James C. Cacheris
UNITED STATES DISTRICT COURT JUDGE

April 13, 2017
Alexandria, Virginia